

Contract #TB00025



194 Hempstead Ave. • Lynbrook, NY 11563
Telephone (516) 481-1900 • www.consolidatedrisk.com

February 12, 2019

Mr. Chris Keegan
Mr. Kevin Loubin
Triangle Equities Builders LLC
30-56 Whitestone Expressway, Suite 300
Whitestone NY 11354

Re: Safety, Health and Regulatory Compliance
Site Safety Program Proposal for
496 Jericho Turnpike, West Hills, NY

Dear Mr. Keegan & Mr. Loubin:

In response to our recent discussions, we would like to propose the following for the job site which would be located at 496 Jericho Turnpike, West Hills, NY.

Consolidated Risk Management, Inc. (CRM Inc.) is a full service loss control, regulatory compliance and safety training service organization established in 1991. The CRM Inc. staff consists of credentialed professionals serving our valued clients throughout the Northeast United States.

CRM Inc. is fortunate to have a staff composed of Construction Site Safety Specialists, Occupational Safety Professional, Certified Safety Trainers, Fire Protection and Security Specialists, Industrial Hygienist, Hazard Material Specialists, New York State Licensed Safety Consultants, etc. The firm specializes in consulting for regulatory compliance standards such as OSHA, EPA, DEP and DOA regulations.

Our proposal for the West Hills Job Site is identified as follows, and would be administered over a 30 month period.



Site Safety Review and Assessment

Complete a site review and assessment of job site safety requirements. This is inclusive of job site plan review, site access, security and public safety issues, job trailer placement(s) and perimeter safety. Summary report will be developed to identify assessment result and safety issues.

Section cost: \$2200.00

Due upon completion and submission of report.

Pre-Construction Meetings and Plan Development

Attend an estimated four (4) pre-construction meetings for the purposes of job scope identification and assessment, development of minimum safety requirements for trades, as well as assembly of safety documentation procedures for client and trades active at subject job site. Development of reporting requirements and timelines.

Section cost: \$4880.00

Each visit will be invoiced as completed at \$1220.00 each

Development of Site Safety Plan

A comprehensive site safety plan for the project would be developed for client duplication and for distribution to job contractors. Program elements would address site OSHA compliance issues, self-inspection requirements, accident report procedures, compliance with performance orientated standards, site safety and worker safety training requirements. This is inclusive of required training documentation for all trades, for compliance with performance orientated OSHA standards, inclusive of:

- Hazard Communication and Global harmonization Program
- Personal Protective Equipment (selection, use, care, limitations, donning, doffing procedures)
- Excavation Safety
- Fall Protection
- Tool & Equipment Safety



- Fire Life Safety Emergency Procedures
- Lockout/Tagout & Electrical Safety
- Accident Investigation Procedures, reporting requirements and documentation
- Ladder and Scaffold Safety, working overhead procedures
- Hot work procedures, welding and burning safety, hot work permits, fire watch requirements, certificates of fitness documentation.

Site Safety Plan is inclusive of Emergency Operations Plan, Fire Safety Requirements, Plan Test Provisions and Evacuation Procedures, Use of Muster Point(s), accountability and Emergency Responder Interface.

Completed Site Safety Plan would be submitted as two (2), printed bound copies, as well as an electric submission for client duplication.

*Section cost: \$6200.00
Invoiced upon submission of Plan*

Pre-Construction Trade Safety Orientation Session

A scheduled pre-construction trade Management Safety Orientation Program would be provided at client selected facility suitable for such meeting. The Pre-Construction Safety Orientation would be utilized to provide the basic and site specific safety requirements to all Trade Management. Site staff orientation requirements would be identified. Certificates and safety card use and distribution, as well as necessary OSHA compliance standards would be identified. Site Safety Plans (copies provided by client) would be issued to all trade management.

*Section cost: \$2800.00
Invoiced upon completion of training session.*



Site Safety Audits

Site safety audits would be completed twice per month for the 30 month period of estimated project duration (consisting of 60 site safety audits). Each site safety audit would incorporate a site inspection for compliance with OSHA standards by trades at the site, conduct a review of general liability and fire safety provisions, review of superintendent toolbox safety talks and scheduled trade safety inspections, review of accident / incident reports, review of OSHA 300 logs and follow up with trades where necessary for hazard mitigation procedures. Site safety audits would also be utilized to provide scheduled contractor staff job site safety orientation.

A report to client site management which provides a summary of each site safety audit would be provided. Recommendations for hazard mitigation and regulatory compliance would be provided when identified.

Section Cost: ~~\$58,500.00~~ ^{\$63,000.00} *EP*
Invoiced monthly at \$2100.00 *RM*

30 hour OSHA construction training course

Provide a 30-hour Construction OSHA outreach training program. The 30-hour OSHA training course would be conducted at designated client site in Holbrook LI, NY location. Course would be provided with a mutually agreed upon schedule, during normal business hours, for up to 6 course participants. All program individuals must attend all of the course sessions in order to receive the OSHA completion card. The cost for the OSHA card processing with the agency is included.

The cost of the training program is \$5200.00
50% upon initiation of 30 hour program, and 50% upon issuance of OSHA cards

All invoices are due with 30 days of submission.



OSHA Informal Conference

The program proposed is inclusive of a single OSHA Informal Conference process as described by OSHA standards. This involves required reporting process in the event of an OSHA notifiable incident, opening and closing conference concerning site inspection, citation negotiation and mitigation process. The program does not include OSHA contestment process, court hearings, follow up and testimony materials in the event of an extended OSHA contestment. The program also does not include procedures or activities concerning the cost of air monitoring, respirator fit testing, laboratory sample testing or other industrial hygiene procedure that may be required. If it would be deemed necessary that any additional services may be required, such as extended OSHA representation, Industrial Hygiene and/or Laboratory procedures, the cost of such service(s) would be submitted prior to implementation of any additional performance of service and pre-approved by the client.

Section Cost: \$0

Insurance Wavier of Subrogation Cost

\$470.00

To be billed with initial program invoice

Summary

The total cost of the above described Safety, Health and Regulatory Compliance Program over the estimated 30 month period is \$84,750.00. Cost is inclusive of travel, program presentation, site activities as described, as well as documentation. The program would be invoiced by section of services as described above.

The client would agree to provide all necessary cooperation to Consolidated Risk Management, Inc. to complete the program as described.

DISCLAIMER AND EXCULPATORY PROVISION:

The services, reports and forms of correspondence proposed do not include every loss potential, but relate only to the hazards to be examined and described for which CRM Inc. will be specifically engaged. Nor should this proposal be deemed to constitute an undertaking to



warrant or determine that the property, operations, work places, machinery or equipment are safe, or healthful, or in compliance with any law, decision, statute, ordinance, rule or regulation. Further, this proposal for services does not include an undertaking to identify violations of all federal, state or local statutes, ordinance, decisions, rules or regulation, since CRM Inc. will not make any judgment whether or not such violations may exist. Moreover, CRM Inc. is not an insurer and no guarantee or insurance coverage is provided by the submission of this proposal. Rather, this proposal is designed to offer services to only identify those certain risks and exposures for which CRM Inc. is specifically engaged as set forth herein, so that CRM Inc. does not guarantee that all risks beyond the scope of those services will be identified and that no loss will occur. As such, CRM Inc. assumes no liability and shall not be liable to Client for any such loss, claim or damage whether or not it is alleged to have been caused or contributed to by the services to be provided, or failed to be provided, herein by CRM Inc. or pursuant to any legal duty that might otherwise exist. In the event of any such loss, damage or injury to any person or property, the Client and/or Client's insurers shall not look to CRM Inc. to recover any such damages, and releases CRM Inc. from any such loss, damage or claims, including without limitation, those for contribution, indemnification or subrogation.

If in agreement, please sign a copy of this proposal and return to my attention. We would then contact you immediately to set up an implementation timeline and schedule.

Thank you for the opportunity to submit our proposal. If you have any questions, please contact the undersigned.

Sincerely,

CONSOLIDATED RISK MANAGEMENT, INC.

Robert P. Miata, CHCM, CHSP, OSP, CST
President

Agreement by Triangle Equities Builders LLC

By: Evan Petracca

Title: Principal

Signature: *Evan Petracca*

Date: Mar 26, 2019

01/2019

TRIANGLE EQUITIES BUILDERS, L L C
30-56 WHITESTONE EXPRESSWAY
WHITESTONE, NEW YORK 11354

INSURANCE ADDENDUM TO CONTRACT FOR
KENSINGTON ESTATES

The contractor, by its signature to the Contract # TB00025 agrees to obtain, effect and pay for insurance as follows:

TYPE OF INSURANCE**POLICY LIMITS**

Workmen's Compensation and Employer's Liability	Statutory Workmen's Compensation Unlimited	
Bodily Injury/Property Damage General Liability	Each Occurrence \$1,000,000	Aggregate \$2,000,000
Automobile Bodily Injury & Property Damage Liability	Combined Single Limit \$1,000,000	
Umbrella (Blanket Excess Liability Coverage)	Each Occurrence \$4,000,000	Aggregate \$4,000,000
Disability	Statutory	

General Liability coverage must be written on an "Occurrence Form", with policy aggregates on a "Per Project" Basis and is primary for Triangle Equities Builders LLC ("Builders") and all other Indemnified Parties, including the Additional Insureds listed below. The policy should also include a Waiver of Subrogation against Builders and other Indemnified Parties.

To the fullest extent permitted by law, Consolidated Risk Management, Inc. agrees to indemnify and hold harmless Triangle Equities Builders, LLC and the Additional Insureds, their affiliates and subsidiary companies, their officers, directors, employees and agents, and their assigns, and from any and all claims, suits, damages and liabilities related to death, bodily injury or property damage brought against Triangle Equities Builders, LLC by any person or firm to the extent (1) covered under Consolidated Risk Management, Inc.'s Professional Liability and/or General Liability insurance policy(ies), and (2) caused by the errors or omissions of Consolidated Risk Management, Inc., in connection with the work performed by Consolidated Risk Management, Inc. or any person employed by it under this Agreement. All coverage provided shall be on a primary and noncontributory basis. The Workers Compensation coverage shall include a waiver of subrogation in favor of the additional insured. All coverage shall be rated at a minimum A-VII by AM Best. The liability coverage provided shall not have any exclusions or limitations related to the NY Labor Law. Additional Insureds shall be named via the EG2019 (04/12) Additional Insured Endorsement.

ADDITIONAL INSUREDS

The Contractor agrees to name the following as Additional Insureds and to furnish Builders with certificates of insurance and/or endorsements evidencing said coverage:

1. Triangle Equities Builders, LLC
2. Bank OZK
3. Kensington Estates Property Owner LLC
4. Triangle Equities Development Company LLC
5. Kensington Estates Condominium
6. Kensington Estates Investor LLC, and its members, managers, employees, agents, lenders, mortgagees, directors and its assigns and any other entity that may have an ownership interest in the property including their members, employees, agents, lenders, mortgagees, and directors

Robert P. Niata
 Signature

4/1/19
 Date

O.K. BY
 INSURANCE
 CO.
 AT EXTRA
 COST
 EP

FORM NOT
 USED BY
 HARTFORD.
 THEY HAVE
 THEIR OWN IN-TEN
 FORM. EP RM